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SAPC-24871

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NEGOTIATED CONTRACT

Contract No. HF-CT-693

General Precision Laboratory, Inc.
63 Bedford Road
Pleasantville, New York

Contract For: See Schedule

Amount: See Schedule

Mail Invoices to:

Performance Period:
See Schedule

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above named Contractor which is a corporation, incorporated in the State of New York, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
MAY 7 1958, 1958.

Signatures:

25X1

GENERAL PRECISION LABORATORY, INC.

THE UNITED STATES OF AMERICA

By

By

25X1

Title

President

Contracting Officer

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CERTIFICATE

I, _____, certify that
I am the _____ Assistant Secretary _____ of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then _____
President _____ of said Corporation; that said con-
tract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its Cor-
porate powers.

25X1

25X1

_(Corporate Seal)

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SCHEDULE

PART I - ARTICLES AND SUPPLIES TO BE FURNISHED

(a) The Contractor shall furnish to the Government such equipment, spare parts, modification kits, component parts, and data for equipment of types which are being or may hereinafter be manufactured by the Contractor as the Government may call for hereunder. Quantities of the supplies to be furnished shall be determined as hereinafter provided.

(b) From time to time, the Government will furnish to the Contractor, Production Lists, numbered serially, setting forth the items which the Government desires to procure, together with the desired delivery schedule and preservation, packaging, packing and marking requirements therefor. Each such Production List shall set forth therein the estimated dollar amount thereof. Supplies of a critical nature in Production Lists shall be earmarked with an asterisk preceding the part number and the Contractor agrees to achieve earliest possible delivery of such items. The Contractor will promptly delete from said lists any items rendered obsolete by design changes and insert in lieu thereof superseding and interchangeable items, if any, in the same or lesser quantities, as appropriate. Upon acceptance or after these deletions and insertions, if any, the request will be an Approved Production List. The Contractor will immediately transmit six copies of the Approved Production List, together with any pertinent information concerning the superseded items and any superseding noninterchangeable items to the Contracting Officer and his duly authorized representatives so that superseding parts numbers can be procured on subsequent Production Lists. The Contractor will be obligated to furnish the items in the quantities listed therein, and subject to its rights elsewhere specified in this contract, the Government will be obligated to take delivery of the items so furnished on an Approved Production List. Where Approved Production Lists do not contain a quantitative delivery schedule, the Contractor shall forward direct to the Contracting Officer, an interim schedule indicating the estimated data of delivery of critical supplies. The Contractor is hereby authorized to make delivery in advance of the schedule appearing on any Approved Production List under this contract.

(c) If it appears to the Contractor at any time that the total price of the total quantity of items covered by any or all Approved Production Lists is likely to exceed the funds allotted hereunder in PART VII, the Contractor shall notify the Contracting Officer and the authorized representative of the amount of such excess. Within thirty (30) days after receipt of such notice, the Government will either notify the Contractor it has taken action to increase the funds allotted, or will notify the Contractor of the items or quantities to be deleted from such Approved Production Lists in order to bring it within the dollar amount thereof. If the Government fails to act within said thirty-day period, the Contractor shall submit to

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the Contracting Officer and the authorized representatives a recommendation of the parts to be deleted to bring the Approved Production Lists within said dollar amount and the Contracting Officer shall approve or disapprove such recommendations within ten (10) days after receipt thereof. If the Contracting Officer fails to act within said ten (10) day period, the recommendation of the Contractor shall be deemed to have been approved and the Production Lists shall be modified accordingly. If the Government deletes items or quantities from an Approved Production Lists, such action shall be considered a partial termination under the clause hereof entitled Termination for Convenience of the Government.

PART II - PROCEDURE FOR PRICING

(a) As soon as possible after receipt by the Contractor from the Contracting Officer of a Production List, but in no event more than sixty (60) days after such receipt, the Contractor shall prepare and submit to the Contracting Officer a Proposed Priced Exhibit, numbered the same as the Approved Production List with the unit and total prices and delivery schedule covering the items shown thereon. A reproducible original and at least ten (10) copies of the Proposed Price Exhibit will be prepared and shall be delivered promptly by the Contractor to the Contracting Officer. The reproducible and three (3) copies shall carry at the end thereof, a certificate manually signed by an officer or other person authorized to bind the Contractor, stating that the prices therein represent a firm quotation. Each such Exhibit shall require the written approval of the Contracting Officer stating that the prices therein are fair and reasonable. Each such Exhibit shall set forth therein the total dollar amount. ✓

(b) If the Proposed Priced Exhibit is approved by the Contracting Officer it shall be a numbered exhibit to the contract. If the Contracting Officer and the Contractor fail to agree on Prices in the Proposed Priced Exhibit, the failure to agree shall be deemed a disagreement as to a question of fact which shall be disposed of in accordance with the clause thereof entitled "Disputes". The Contracting Officer shall reduce to writing by a Proposed Priced Exhibit his decision, containing prices he believes fair and reasonable. The prices decided by the Contracting Officer shall be paid upon all deliveries, pending final decision of the dispute.

(c) Upon approval of any Priced Exhibit, the Contracting Officer shall deliver a copy thereof to the Contractor and forward one copy thereof bearing his written approval to the Finance Officer responsible for making payments under this contract. Upon Government's acceptance of delivery of any of the items listed on an Approved Priced Exhibit, the Contractor shall be entitled to be paid therefor at the prices shown on the Approved Priced Exhibit.

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(d) The Contractor shall be paid upon the submission monthly of properly certified invoices or vouchers, for partial deliveries accepted by the Government, or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000.00 or 50% of the total amount of the Approved Priced Exhibit.

PART III - DELIVERY

Deliveries shall be made in accordance with the delivery schedules set forth in the Approved Priced Exhibits as may be generated under this contract from time to time.

PART IV - INSPECTION AND ACCEPTANCE

All supplies and services to be furnished under this contract shall be shipped F.O.B. Contractor's plant in accordance with shipping instructions to be issued at a later date. Inspection and acceptance of the supplies or services called for herein, shall be made by the Government at destination.

PART V - PERIOD OF PERFORMANCE

(a) The Contractor shall furnish the articles and supplies requested hereunder during the period 22 November 1957 through 31 December 1958. *Amended 4 April 1959 to 30 June 1960*

(b) The Government is granted the right and option of renewing or extending this contract for any additional periods of time but not to exceed 30 June 1959. This option to extend will be exercised by issuance of an Amendment to this contract.

PART VI - ESTABLISHMENT OF A PRICING FORMULA

The parties hereto shall negotiate and establish a fixed pricing method for certain periods of time. The agreed upon formula (as) shall be set forth in an amendment hereto. *Amended 2 October 1959*

PART VII - FUNDS ALLOTTED

For the purposes of this contract there has been a total sum of \$10,000.00 allotted for the performance of work as may be called for by the Government from time to time. If, at any time, the Contractor is of the opinion that the cost of such work will exceed the amount set forth above, it shall notify the Contracting Officer in accordance with the provisions of paragraph (c) of PART I. *Amended by Am #1 28 Nov 1959*

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PART VIII- WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART IX - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

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Exhibit No. _____ To Contract _____

Date _____

FROM: _____
(Contractor)

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TO: _____
(Contracting Officer)

Item No.	Part No.	Nomenclature	Qty.	Unit Price	Total Price
1	6-6724130	Pulse Stretcher	25	10.00	250.00

Delivery: Shipment of above parts to be made in March 1953

Prices are fair and reasonable and this Exhibit is hereby approved.

SIGNED: _____
(Contracting Officer)

Contractor warrants prices conform to the price formula in effect on date of this Exhibit.

SIGNED: _____
(Contractor)

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Production List No. _____ To Contract No. ~~HP-CT-693~~

From _____
(Authorized Representative)

To _____
(Contractor)

Through _____
(Contracting Officer)

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Item No.	Part No.	Nomenclature	Qty	Est. Cost	Remarks
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Preservation, Packing, Packaging and Preservation:

Delivery: Shipment of above parts is desired in _____.

Approved _____
(Date)

Signed _____
(Authorized Representative)

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